

CITY OF LINCOLN/LANCASTER COUNTY  
**CONTRACT AWARD NOTIFICATION**  
**SPECIFICATION NO.02-092**  
**ANNUAL REQUIREMENTS FOR**  
**TURF MAINTENANCE AT NORTHEAST WASTEWATER**  
**TREATMENT FACILITIES**

**DATE:** December 23, 2004

**CONTRACT PERIOD:** 2005 Mowing Season  
(05/01/05-11/15/05)

**CONTRACTOR:** Big Red Lawn Care, Inc.  
11101 N.W. 126<sup>th</sup> St.  
Malcolm, NE 68402

**PURCHASING DIVISION**  
**K-STREET COMPLEX**  
**440 SOUTH 8<sup>TH</sup> STREET**  
**LINCOLN, NEBRASKA 68508**  
**(402) 441-7410**

**Company Representative:** Randy Tonkinson  
**Telephone No.:** 402/610-1803  
**E-Mail Address:**bigredlawncare@msn

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THE CITY/COUNTY'S SPECIFICATIONS AND THE CONTRACTOR'S ACCEPTED PROPOSAL AND PRICING SCHEDULES, NOW ON FILE IN THE OFFICE OF THE CITY CLERK AND/OR THE COUNTY CLERK, ARE ADOPTED BY REFERENCE AND ARE AS FULLY A PART OF THIS CONTRACT FOR THE ABOVE-NAMED COMMODITY AS IF REPEATED VERBATIM HEREIN.

**PER ATTACHED SERVICE AGREEMENT:**  
**dated 24/April/2002**

NO ACTION NEED BE TAKEN BY THE CONTRACTOR AT THIS TIME. ORDERS FOR MATERIAL WILL BE MADE AS NEEDED BY THE VARIOUS CITY/COUNTY DEPARTMENTS.

DEPARTMENTS REQUIRING CATALOGS AND/OR PRICING SCHEDULES SHALL NOTIFY THE CONTRACTOR DIRECTLY.

f/sharpurch/awardnotification/co02092b

EO # 71982  
Dated: 12/14/04

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Malcolm Mc

**Service Agreement**  
**Turf Maintenance for the Northeast Wastewater Treatment Facility**

This agreement, made this 24<sup>th</sup> day of April, 2002, by and between ~~Big Red Lawn Care, Inc., 4411 Mercedeth St. Lincoln, Nebraska 68506~~, hereinafter referred to as Contractor, and the **City of Lincoln, Nebraska**, a body corporate and public, hereinafter referred to as City.

**WHEREAS**, the City has full responsibility and control over both treatment facilities grounds, building structures, streets and all matters pertaining thereto; and

**WHEREAS**, from time to time the City's resources are insufficient to accomplish mowing and applying fertilizer/chemicals to turf areas in a timely manner or when it is not an efficient use of City staff, it is then necessary to acquire additional resources for the purpose of maintaining turf.

**WHEREAS**, it is the purpose of this agreement to provide for the Contractor to perform such maintenance services for the City.

**NOW, THEREFORE, WITNESSETH**, that:

1. The Contractor hereby agrees to perform turf maintenance at the **Northeast Wastewater Treatment Facility** as herein set forth during the 2002 mowing season between May 13, 2002 and November 18, 2002.
2. The agreement may, by mutual consent, be renewed for two (2) additional one (1) year terms at the prices indicated below.
3. Turf areas requiring mowing, fertilizing, and chemical applications include a collective area of various locations within the treatment facility. (Refer to area map attached to this agreement)
  - 3.1 Estimated square footage of the Northeast Facility - 300,000
4. Work shall involve approximately 28 (weekly) mowings during the term of this agreement.
  - 4.1 All work shall be coordinated with the Facility Maintenance Supervisor or his designated representative.
- 4.2 The period of time between mowings is intended to be weekly, but may vary during the mowing season due to weather conditions.
  - 4.2.1 Contractor shall contact the Facility Maintenance Supervisor for mowing schedule adjustments during extended periods of inclement weather.
- 4.3 Each mowing shall be performed between the hours of 7:00 am and 7:00 pm, during a two (2) consecutive day period.
- 4.4 Weekly mowings shall be coordinated so that turf height does not exceed 5 inches.
- 4.5 Mowing height guidelines are as follows:
  - 4.5.1 Spring (April/June) and fall (September/October) seasons - 3 to 4 inches
  - 4.5.1 Summer (July/August) season - 4 inches
- 4.6 All obstacles shall be string trimmed on the same day that mowing is performed.
  - 4.6.1 String Trimmed areas shall not exceed the established mowing height.
  - 4.6.2 Trimming shall be performed around trees, light posts, sign posts, curbs,

and treatment facility structures.

4.6.3 Contractor shall take caution as not to damage the trunks of trees.

4.7 Grass clippings shall be collected and disposed of on site.

4.7.1 Grass clippings can at times may be mulched and evenly dispersed upon prior approval by the Facility Maintenance Supervisor.

4.7.2 Prior to mowing, the Contractor must remove litter from the areas to be mowed.

5. Equipment used in the performance of this Agreement shall be furnished by the Contractor.

5.1 The following is a list of the Contractor's equipment to be utilized.

5.1.1 Mowers: 1-72" Cub Cadet, 1-60" "riders" w/baggers,  
2-60" "walk-behinds" w/baggers

5.1.2 Trimmers: 20 trimmers

5.1.3 Collection Equipment: all "riders" and "walk-behinds" are baggers

5.1.4 Transport Equipment: Chevy 3500 d.t. w/24 ft. trailer, Ford F  
w/20 ft. trailer, Ford F250 w/16 ft. trailer

5.2 All equipment must be well maintained and in a good safe operating condition.

5.2.1 Contractor shall provide all fuels, lubricants, maintenance and repairs.

6. Contractor's personnel shall be fully trained in commercial turf mowing and in the safe operation of Contractor's turf maintenance and transport equipment.

7. Turf maintenance services shall be performed at the following rates for the term of the agreement.

7.1 Total Per Mowing \$ 300.00 / Total For 28 Mowings \$ 8,400.00 (2002)

7.2 Total Per Rough Area Mowing \$ \_\_\_\_\_ / Total for 28 Mowings  
\$ \_\_\_\_\_ (2002)

7.3 Contractor shall submit to the facility Assistant Superintendent of Maintenance monthly invoices itemizing the services invoiced.

8. The Contractor is an independent contractor for the purposes of the Agreement, and neither the Contractor nor Contractor's employees or agents shall be considered for any purpose to be employees of the City.

9. Contractor shall provide general liability insurance in the amounts of \$2,000,000 combined single limit for property damage and personal injury.

9.1 Contractor shall name the City as "Additional Insured" as pertains to the performance of services for the term of the Agreement.

9.2 The insurance policy shall insure the City from any demands, claims, causes of action at law or in equity resulting from performance of this Agreement.

- 9.3 The Contractor shall provide Worker's Compensation Insurance for any employees of the Contractor who perform any work under this agreement.
- 9.4 Contractor shall provide the City with certification of such insurance subject to the approval by the City Attorney.

10. Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, disability, age, or marital status.

10.1 Contractor shall comply with the provisions of Chapter 11.08 of the Lincoln Municipal Code.

11. This Agreement may be canceled by either party hereto at any time during the term of the agreement upon thirty (30) days written notice.

Dated this 25 day of April 2002.

ATTEST:

City Clerk



City of Lincoln, Nebraska

Mayor

CONTRACTOR

Bio Red Lawn Care, Inc.  
Company Name

4411 Meredith Street 11101 NW 126th  
~~Street Address / P.O. Box~~ Malcolm Ne 68402 RT.

Lincoln, NE 68506  
City State Zip Code

By: Authorized Signature

Randy Tonkinson Joi Pool RT

Print Name

Office Manager  
Title